

ANSA ASSUNCAO, LLP
(A Pennsylvania Limited Liability Partnership)
100 Matawan Road, Suite 410
Matawan, New Jersey 07747
T: (732) 993-9850
F: (732) 993-9851

THOMPSON COBURN LLP

One US Bank Plaza
St. Louis, Missouri 63101
T: (314) 602.6146
F: (314) 552.7146

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

COLE HAAN LLC

Plaintiff,

v.

TOP GLORY TRADING GROUP INC. and
DP DREAM PAIRS INC.

Defendants.

Civil Action No.:

Judge:

Jury Trial Demanded

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Cole Haan LLC (“Cole Haan”), for its Complaint for Patent Infringement against Defendants Top Glory Trading Group d/b/a Bruno Marc (“Top Glory”) and DP Dream Pairs Inc. (“Dream Pairs”) (collectively, “Defendants”), alleges as follows:

INTRODUCTION

1. Cole Haan is a global performance lifestyle brand, serving customers innovative footwear and accessories designed for customers to wear from work-to-workout-to-weekend.
2. Once a purveyor of classic dress shoes, Cole Haan has evolved into a brand known for pushing the aesthetic boundaries of footwear while still remaining connected to its heritage by prioritizing craftsmanship and high-quality materials.

3. This evolution has led to Cole Haan pioneering new categories of footwear, and earning industry and customer acclaim for its versatile products that combine cultural charm, time-honored craft, and modern innovation. Cole Haan has developed its brand and earned its distinction through significant investments in the research, design, development, and marketing of its products.

4. To protect its innovations, Cole Haan has sought and been awarded patents from the United States Patent and Trademark Office. Cole Haan has invested millions of dollars researching, creating, and promoting its new shoe designs and shoe innovations. On the strength of its legally protected innovations, Cole Haan has grown to sell its shoes in approximately 100 countries and over 500 retail stores, as well as through its website and numerous third-party websites.

5. Rather than innovating, Top Glory and Dream Pairs have copied Cole Haan's patented designs. By making, offering for sale, selling, and/or importing at least the: (1) [MaxFlex SuiteCraft] Men's Casual Wingtip Dress Sneakers; (2) [MaxFlex SuiteCraft-] Men's Business Casual Oxford Sneakers; (3) [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoes; (4) [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers; and (5) [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords (collectively, the "Accused Products"), Defendants are infringing Cole Haan's patents.

Bruno Marc [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoes



[KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers



[KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords



Bruno Marc [MaxFlex SuiteCraft] Men's Casual Wingtip Dress Sneakers



Bruno Marc [MaxFlex SuiteCraft-] Men's Business Casual Oxford Sneakers



6. Cole Haan is filing this lawsuit to protect its innovations and to stop Defendants from infringing Cole Haan's patents.

PARTIES

7. Plaintiff Cole Haan LLC is a Delaware limited liability company with a principal place of business at 150 Ocean Road, Greenland, New Hampshire 03840.

8. Upon information and belief, Defendant Top Glory Trading Group Inc. is a corporation duly organized and existing under the laws of the State of New Jersey, with its principal place of business located at 9500 Railroad Avenue, North Bergen, New Jersey 07047.

9. Upon information and belief, Defendant DP Dream Pairs, Inc. is a corporation duly organized and existing under the laws of the State of New Jersey, with its principal place of business located at 9500 Railroad Avenue, North Bergen, New Jersey 07047.

10. Upon information and belief, Defendants own and/or sell products under the brand “Bruno Marc.”

11. Upon information and belief, Mr. Chuan Shan (Brian) Cao is the founder and/or CEO of Top Glory and DP Dream Pairs. Mr. Cao uses his business entities to import, distribute, and sell shoes throughout the United States, including the shoes accused of infringement in this litigation.

JURISDICTION AND VENUE

12. This is a complaint for patent infringement arising under the patent laws of the United States (35 U.S.C. §§ 101 *et seq.*). This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 (federal question) and 1338(a) (any Act of Congress relating to patents or trademarks).

13. This Court has personal jurisdiction over Defendants. Upon information and belief, Defendants have their principal place of business in this District, are incorporated in the State of New Jersey, have committed and continue to commit acts of infringement in this District, and have conducted business in this District and/or engaged in continuous and systematic activities in this District.

14. Venue in this Court is proper under the provisions of 28 U.S.C. §§ 1391(b) and (c) and 1400(b) because Defendants were incorporated within this District and because, upon information and belief, Defendants reside in this District, and/or because Defendants have a regular and established place of business and have committed acts of infringement in this District by making, using, offering to sell, selling, and/or importing products that infringe one or more of Cole Haan's patents at issue in this lawsuit.

FACTUAL BACKGROUND

A. Cole Haan Background and Patents

15. Cole Haan has evolved into a brand customers know as an innovator of crafted and versatile fashionable footwear.

16. Cole Haan's renown was not attained by happenstance: Cole Haan expends significant time, money, and other resources designing, researching, and developing its products.

17. In addition to its R&D investments, Cole Haan dedicates significant resources to protecting its innovations.

18. As a result, the United States Patent and Trademark Office and patent offices around the world have granted Cole Haan hundreds of patents in the past decade. Cole Haan also has many other patent applications presently pending.

19. Relevant to this dispute, Cole Haan owns all right, title, and interest in, and has the right to sue and recover for all infringements of, U.S. Patent Nos.:

- U.S. Pat. No. 10,327,511 ("the '511 patent") (Ex. A);
- U.S. Pat. No. 10,443,163 ("the '163 patent") (Ex. B);
- U.S. Pat. No. 11,041,262 ("the '262 patent") (Ex. C); and
- U.S. Pat. No. D768,969 ("the '969 patent") (Ex. D).

The '511 patent, '163 patent, '262 patent, and '969 patent are collectively referred to as the "Asserted Patents."

20. The Asserted Patents are presumed to be valid. 35 U.S.C. § 282.
21. Cole Haan marks its products, including those covered by the Asserted Patents, in conformity with 35 U.S.C. § 287. *See* <https://www.colehaan.com/Patents.html>.

B. Defendants' Infringing Activities

22. Upon information and belief, Defendants began selling the Accused Products after the filing date of each of the Asserted Patents.

23. Without Cole Haan's authorization, Defendants make, use, offer for sale, sell, and/or import into the United States the Accused Products.

24. Top Glory offers to sell and sells the Accused Products to customers through its website (brunomarc.com)¹ and through online retailers (*e.g.*, Amazon²).

25. Likewise, Dream Pairs offers to sell and sells the Accused Products to customers through its website (dreampairs.com).³

26. As explained below, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords infringe one or more claims of each of the '511 and '163 patents.

¹ *See, e.g.*, <https://www.brunomarc.com/products/mens-oxford-dress-sneakers-sbox2326m?color=1888>; <https://www.brunomarc.com/products/mens-oxford-sneakers-sbox2318m?color=1888>; <https://www.brunomarc.com/products/mens-smart-casual-knit-oxford-shoes-sbox2414m?color=1908>.

² *See* <https://www.amazon.com/Bruno-Marc-Sneakers-Oxfords-Wingtip/dp/B0C73JTPQW>.

³ *See* <https://www.dreampairs.com/products/mens-comfortable-vegan-leather-wingtip-sneakers-sbox2326m?color=1888>.

27. Further, as explained below, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords infringe one or more claims of the '262 patent.

28. Finally, as explained below, the [MaxFlex SuiteCraft] Men's Casual Wingtip Dress Sneakers, [MaxFlex SuiteCraft-] Men's Business Casual Oxford Sneakers, and [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoes infringe the '969 patent.

29. Upon information and belief, Defendants' copying of Cole Haan's designs was deliberate.

30. Because Cole Haan marks its product packaging and because the Accused Products are nearly identical to Cole Haan's designs, Cole Haan believes Defendants either had knowledge of the Asserted Patents prior to the filing of this Complaint or engaged in willful blindness as to the Asserted Patents.

31. Further, Defendants had actual knowledge of at least the '511 and '163 patents. Cole Haan previously contacted Defendants regarding other infringing shoes and identified the '511 and '163 patents as being infringed by such shoes. A true and correct copy of the correspondence is attached hereto as Ex. E.

32. Specifically, Cole Haan contacted prior known counsel for Top Glory and Ms. Carina Cao responded. While her signatures in the letter indicated affiliation with Top Glory Trading Group Inc., her email signature indicated that she was affiliated with the Legal Department of Miracle Miles Group, Inc.

33. Upon information and belief, Miracle Miles Group Inc., Top Glory Trading Company, and DP Dream Pairs Inc. are all owned by and affiliated with Brian Cao.

34. In responding to Cole Haan's prior allegations of infringement, Ms. Cao asserted that one of the at-issue shoes did not infringe the '511 and '163 patents because it lacked "a unitary one-piece construction comprising a knitted upper heel region." *See, e.g.*, Ex. E at 7, 11. Despite Ms. Cao's argument, the Accused Products comprise a unitary one-piece construction comprising a knitted upper heel region.

35. Thus, Defendants had actual or constructive knowledge of the Asserted Patents.

36. Despite their knowledge of and/or willful blindness to the Asserted Patents, Defendants proceeded to make, use, sell, offer for sale, and/or import the Accused Products in egregious disregard of the Asserted Patents.

37. Defendants have infringed, and continue to willfully infringe, the Asserted Patents by making, using, selling, offering to sell, and/or importing the Accused Products in this District and elsewhere in the United States, without the consent or authorization of Cole Haan.

**COUNT I - Patent Infringement Under 35 U.S.C. § 271 of the '511 Patent
([MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's
Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh
Casual Oxfords)**

38. Cole Haan re-alleges and incorporates by reference the above allegations as if fully set forth herein.

39. Defendants, without authorization from Cole Haan, have made, used, offered for sale, sold, and/or imported into the United States, and continue to make, use, offer for sale, sell, and/or import into the United States, shoes that infringe at least claims 1 or 21⁴ of the '511 patent, including at least the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe,

⁴ Cole Haan reserves the right to assert infringement of other claims of the '511 patent in accordance with this Court's Local Patent Rules.

[KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords, as set forth below.

Claim 1 ([MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords)

1. A shoe comprising:

40. The [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords are each a shoe.



a knit upper;

41. The [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have a knit upper:



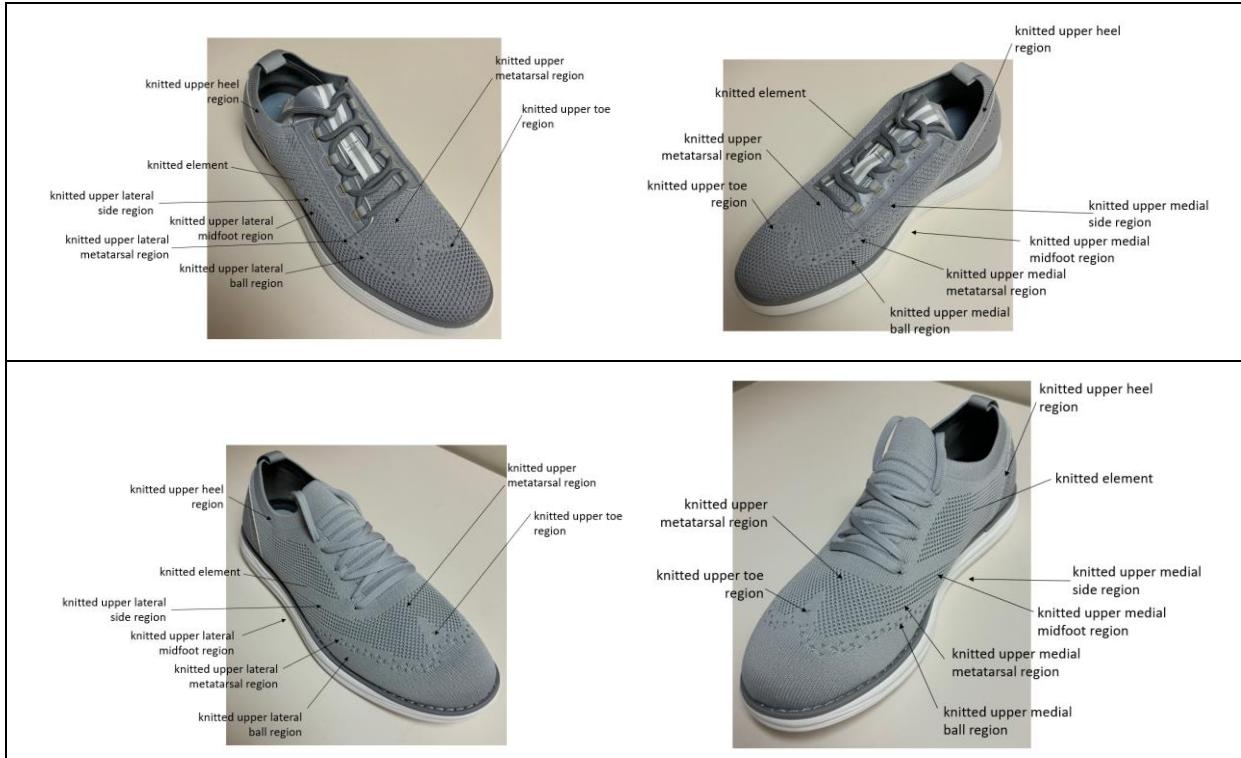
a sole secured to the upper;

42. The [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have a sole secured to the upper:

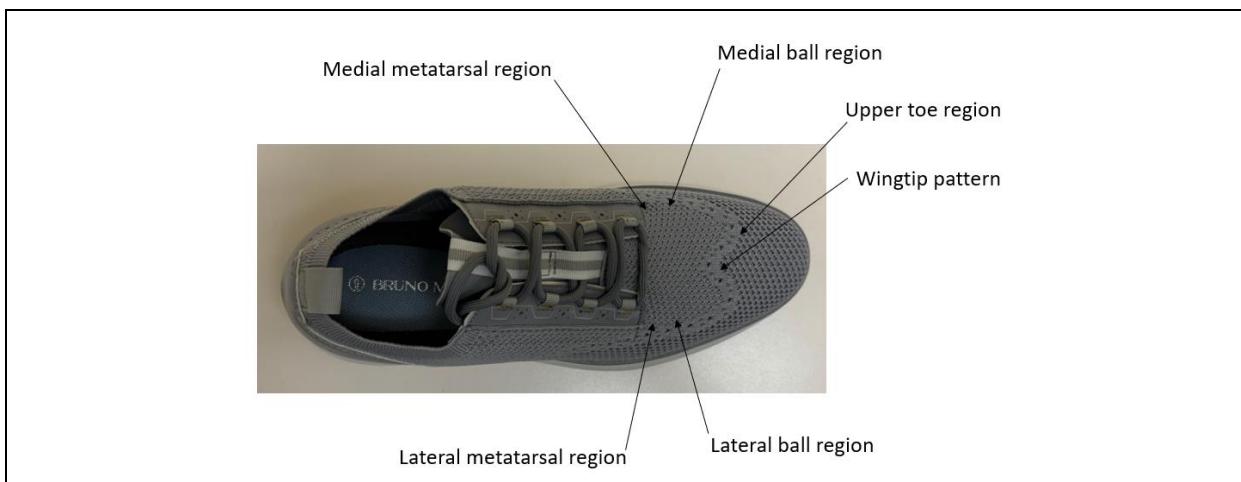


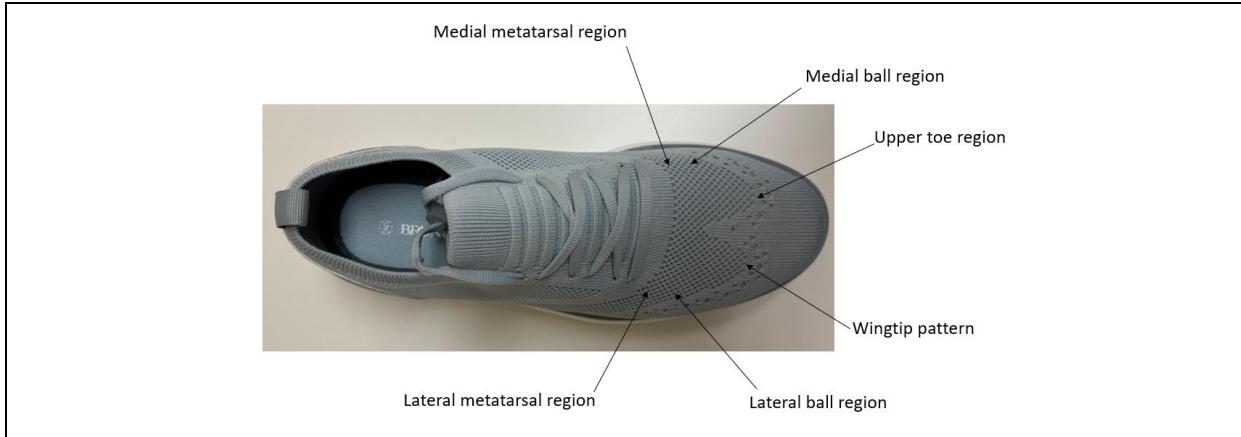
the knit upper having a knitted element, the knitted element being formed of a unitary one-piece construction during a knitting process on a knitting machine, the knitted element comprising a knitted upper heel region, a knitted upper lateral midfoot region, a knitted upper medial midfoot region, a knitted upper metatarsal region, a knitted upper lateral ball region, a knitted upper medial ball region, and a knitted upper toe region, the upper metatarsal region including a knitted upper lateral metatarsal region and a knitted upper medial metatarsal region, the upper having a knitted upper lateral side region and a knitted upper medial side region, the upper lateral side region including the upper lateral midfoot region, the upper lateral metatarsal region and the upper lateral ball region, the upper medial side region including the upper medial midfoot region, the upper medial metatarsal region and the upper medial ball region, the upper toe region being seamlessly knitted with the upper medial and lateral ball regions during the knitting process, the upper medial and lateral ball regions being seamlessly knitted with the upper metatarsal region during the knitting process, the upper metatarsal region being seamlessly knitted with the upper lateral and medial midfoot regions during the knitting process, the knitted element including a wingtip pattern, the wingtip pattern being portions of at least the upper toe region, the upper lateral and medial ball regions, and the upper lateral and medial metatarsal regions;

43. The [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each comprise the regions set forth in claim 1; likewise, such regions are knitted as recited in claim 1:



44. The [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have a wingtip pattern being portions of at least the upper toe region, the upper lateral and medial ball regions, and the upper lateral and medial metatarsal regions:

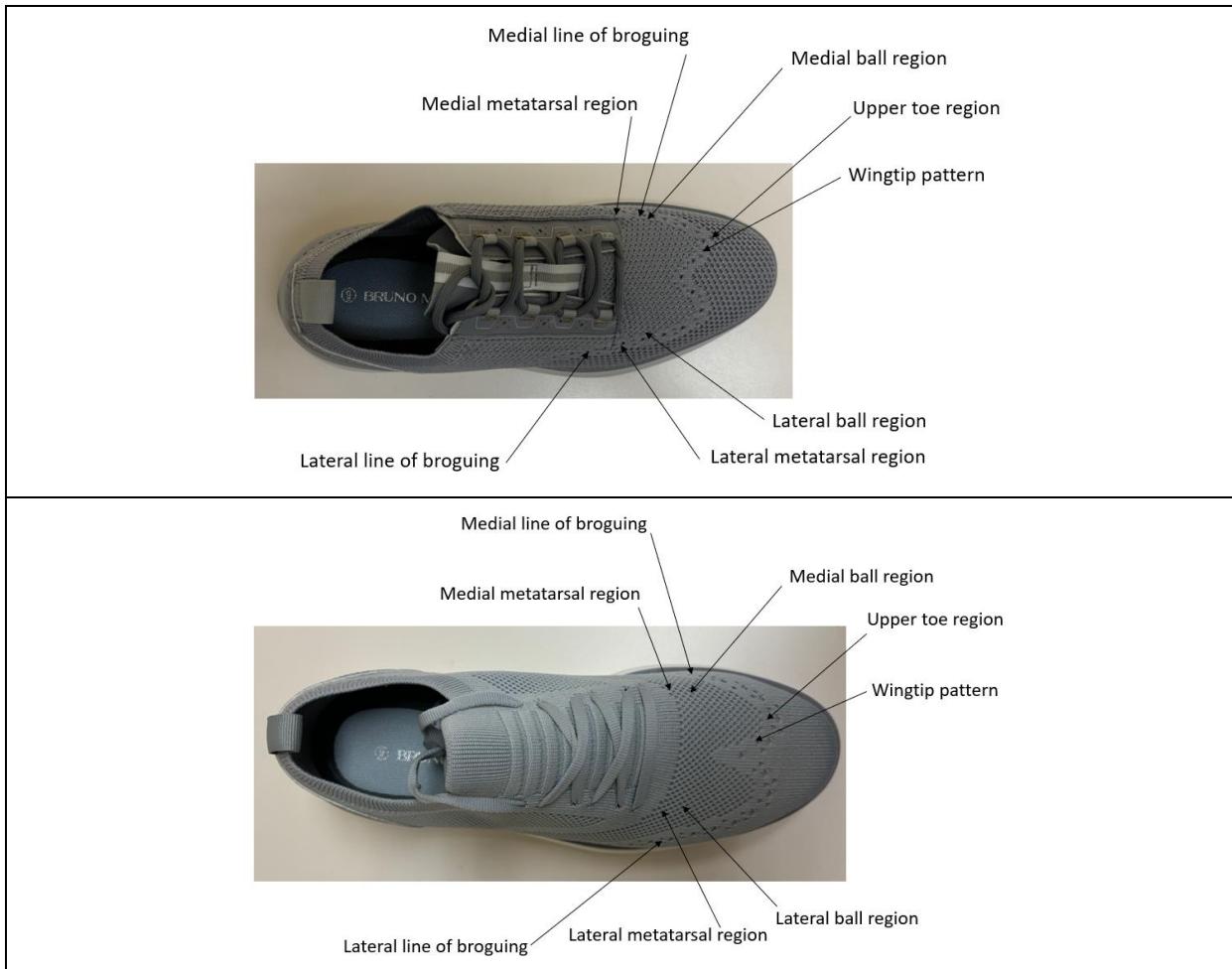




the upper toe region, the upper lateral and medial ball regions, and the upper lateral and medial metatarsal regions collectively being knitted with the wingtip pattern during the knitting process, the wingtip pattern comprising a medial line of broguing and a lateral line of broguing, the upper toe region, the upper lateral and medial ball regions, and the upper lateral and medial metatarsal regions collectively being knitted with the medial and lateral lines of broguing, the medial line of broguing comprising a wing-shaped curved line of holes having a medial side broguing portion extending forward from at least the upper medial metatarsal region to the upper toe region and a central broguing portion extending rearward from the upper toe region, the lateral line of broguing comprising a wing-shaped curved line of holes having a lateral side broguing portion extending forward from at least the upper lateral metatarsal region to the upper toe region and a central broguing portion extending rearward from the upper toe region, the rearwardly extending central broguing portion of the medial line of broguing converging toward the rearwardly extending central broguing portion of the lateral line of broguing.

45. As shown above, the upper toe region, the upper lateral and medial ball regions, and the upper lateral and medial metatarsal regions of the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords are collectively knitted with the wingtip pattern.

46. The wingtip patterns of the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords also comprise medial and lateral lines of broguing as recited in claim 1:



47. Accordingly, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords embody every limitation of at least claim 1 of the '511 patent.

Claim 21 ([KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers)

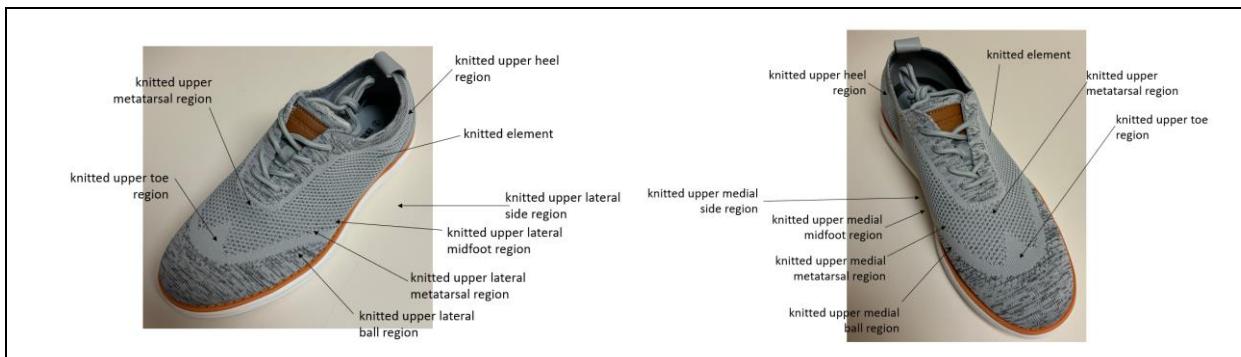
21. A method of manufacturing an article of footwear having a knitted upper and a sole, the method comprising:

48. The [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers are an article of footwear having a knitted upper and a sole.



knitting with a knitting machine to form a knitted element of the upper such that the knitted element is of a unitary one-piece construction comprising a knitted upper heel region, a knitted upper lateral midfoot region, a knitted upper medial midfoot region, a knitted upper metatarsal region, a knitted upper lateral ball region, a knitted upper medial ball region, and a knitted upper toe region, the upper metatarsal region including an upper lateral metatarsal region and an upper medial metatarsal region, the knitted element having an upper lateral side region and an upper medial side region, the upper lateral side region including the upper lateral midfoot region, the upper lateral metatarsal region and the upper lateral ball region, the upper medial side region including the upper medial midfoot region, the upper medial metatarsal region and the upper medial ball region, the knitted element comprising a first area of a jersey stitch knit and a second area of a pointelle stitch knit, the first area being at least in the upper toe region, the second area being at least in the upper lateral and medial metatarsal regions;

49. The [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers have a knitted element of a unitary one-piece construction having the regions recited in claim 21:



50. The [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers also have a first area of a jersey stitch knit and a second area of a pointelle stitch knit. The first area is at least in

the upper toe region and the second area is at least in the upper lateral and medial metatarsal regions.

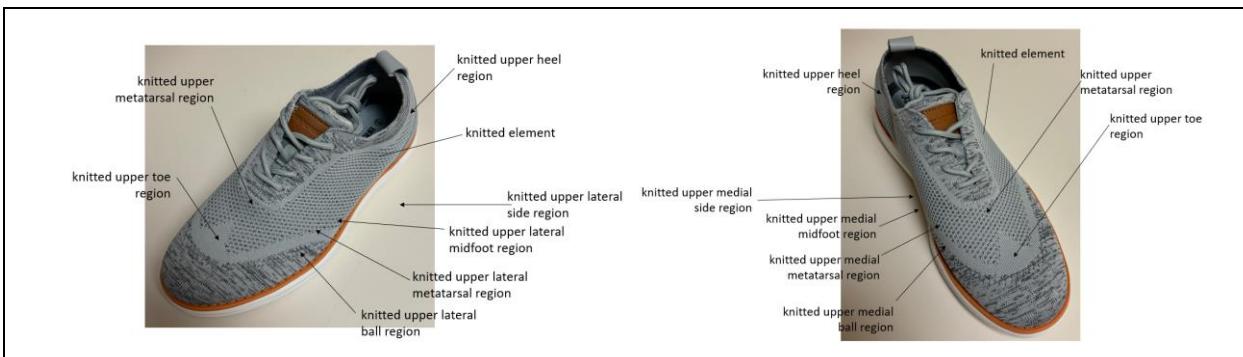
attaching the sole to the upper;

51. The [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers have a sole attached to an upper:



the upper toe region being seamlessly knitted with the upper medial and lateral ball regions during the knitting step;

52. The [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers have an upper toe region that is seamlessly knitted with the upper medial and lateral ball regions:



the upper medial and lateral ball regions being seamlessly knitted with the upper metatarsal region during the knitting step;

53. As shown above, the upper medial and lateral ball regions of the [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers are seamlessly knitted with the upper metatarsal region.

the upper metatarsal region being seamlessly knitted with the upper lateral and medial midfoot regions during the knitting step;

54. As shown above, the upper metatarsal region of the [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers is seamlessly knitted with the upper lateral and medial midfoot regions.

the first and second areas being knitted during the knitting step.

55. As shown above, the first and second areas of the [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers are knitted.

56. Accordingly, upon information and belief, the [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers are manufactured via the method of claim 21 of the '511 patent.

57. As a result of Defendants' infringement of the '511 patent, Cole Haan has suffered, and continues to suffer, economic harm as a result of Defendants' infringement in an amount to be proven at trial.

58. Moreover, Cole Haan has been and will continue to be irreparably harmed by Defendants' infringements of the '511 patent.

59. Cole Haan has no adequate remedy at law for Defendants' infringement of the '511 patent.

60. On information and belief, Defendants' infringements of the '511 patent will continue unless enjoined by this Court.

**COUNT II - Patent Infringement Under 35 U.S.C. § 271 of the '163 Patent
([MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's
Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh
Casual Oxfords)**

61. Cole Haan re-alleges and incorporates by reference the above allegations as if fully set forth herein.

62. Defendants, without authorization from Cole Haan, have made, used, offered for sale, sold, and/or imported into the United States, and continue to make, use, offer for sale, sell, and/or import into the United States, shoes that infringe at least claim 1⁵ of the '163 patent, including at least the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords, as set forth below.

Claim 1

1. A shoe comprising:

63. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords are each a shoe.
a knit upper;

64. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's Mesh Wingtip Oxford

⁵ Cole Haan reserves the right to assert infringement of other claims of the '163 patent in accordance with this Court's Local Patent Rules.

Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each comprise a knit upper.

a sole secured to the upper;

65. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each comprise a sole secured to the upper.

the knit upper having a knitted element, the knitted element being formed of a unitary one-piece construction during a knitting process on a knitting machine, the knitted element comprising a knitted upper heel region, a knitted upper lateral midfoot region, a knitted upper medial midfoot region, a knitted upper metatarsal region, a knitted upper lateral ball region, a knitted upper medial ball region, and a knitted upper toe region, the knitted upper metatarsal region including a knitted upper lateral metatarsal region and a knitted upper medial metatarsal region, the upper having a knitted upper lateral side region and a knitted upper medial side region, the upper lateral side region including the upper lateral midfoot region, the upper lateral metatarsal region and the upper lateral ball region, the upper medial side region including the upper medial midfoot region, the upper medial metatarsal region and the upper medial ball region, the upper toe region being seamlessly knitted with the upper medial and lateral ball regions during the knitting process, the upper medial and lateral ball regions being seamlessly knitted with the knitted upper metatarsal region during the knitting process, the knitted upper metatarsal region being seamlessly knitted with the upper lateral and medial midfoot regions during the knitting process, the knitted element including a wingtip pattern, the wingtip pattern being portions of at least the upper toe region, the upper lateral and medial ball regions, and the upper lateral and medial metatarsal regions;

66. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have the claimed regions and the knitted element of the respective shoes have a wingtip pattern in the claimed regions.

the knitted element comprising a first area of a first type of knit structure and a second area of a second type of knit structure, the second type of knit structure being different from the first type of knit structure, the first area having a rear boundary, the second area having a forward boundary, the rear boundary of the first area and the forward boundary

of the second area being coincident and coextensive with each other and defining a boundary line between the first and second areas, the wingtip pattern comprising the boundary line, the boundary line having a medial boundary line and a lateral boundary line, the medial boundary line comprising a wing-shaped curved line having a medial side portion extending forward from at least the upper medial metatarsal region to the upper toe region and a central portion extending rearward from the upper toe region, the lateral boundary line comprising a wing-shaped curved line having a lateral side portion extending forward from at least the upper lateral metatarsal region to the upper toe region and a central portion extending rearward from the upper toe region, the rearwardly extending central portion of the medial boundary line converging toward the rearwardly extending central portion of the lateral boundary line.

67. The [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have the claimed first and second areas.





68. Accordingly, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe, [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords embody every limitation of at least claim 1 of the '163 patent.

69. As a result of Defendants' infringement of the '163 patent, Cole Haan has suffered, and continues to suffer, economic harm as a result of Defendants' infringement in an amount to be proven at trial.

70. Moreover, Cole Haan has been and will continue to be irreparably harmed by Defendants' infringements of the '163 patent.

71. Cole Haan has no adequate remedy at law for Defendants' infringement of the '163 patent.

72. On information and belief, Defendants' infringements of the '163 patent will continue unless enjoined by this Court.

**COUNT III - Patent Infringement Under 35 U.S.C. § 271 of the '262 Patent
([MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-]
] Men's Lightweight Mesh Casual Oxfords)**

73. Cole Haan re-alleges and incorporates by reference the above allegations as if fully set forth herein.

74. Defendants, without authorization from Cole Haan, have made, used, offered for sale, sold, and/or imported into the United States, and continue to make, use, offer for sale, sell, and/or import into the United States, shoes that infringe at least claims 1⁶ of the '262 patent, including at least the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords, as set forth below.

Claim 1 ([MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords)

1. A method of manufacturing an article of footwear having a knit upper and a sole, the method comprising:

75. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords are each an article of footwear having a knit upper and sole.

knitting with a knitting machine to form a knitted element of the knit upper such that the knitted element is of a unitary one-piece construction comprising a knitted upper heel

⁶ Cole Haan reserves the right to assert infringement of other claims of the '262 patent in accordance with this Court's Local Patent Rules.

region, a knitted upper lateral midfoot region, a knitted upper medial midfoot region, a knitted upper metatarsal region including an upper lateral metatarsal region and an upper medial metatarsal region, a knitted upper lateral ball region, a knitted upper medial ball region, a knitted upper toe region, a knitted upper lateral side region including the knitted upper lateral midfoot region, the knitted upper lateral metatarsal region, and the knitted upper lateral ball region, a knitted upper medial side region including the knitted upper medial midfoot region, the knitted upper medial metatarsal region, and the knitted upper medial ball region, a first area of a jersey stitch knit being at least in the knitted upper toe region, and a second area of a pointelle stitch knit being at least in the knitted upper lateral and medial metatarsal regions, the first area having a rear boundary, the second area having a forward boundary, the rear boundary of the first area and the forward boundary of the second area being coincident and coextensive with each other and defining a boundary line between the first and second areas, and a line of broguing adjacent the boundary line; and

attaching the sole to the knit upper;

76. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have the regions recited in claim 1 of the '262 patent.

77. Likewise, as set forth above with respect to the '163 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords comprise the first and second regions recited in claim 1 of the '262 patent.

78. The first and second areas of the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords also define a boundary line between the first and second areas and have a line of broguing adjacent the boundary line.

the knitted upper toe region being seamlessly knitted with the knitted upper medial and lateral ball regions during the knitting step,

79. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh

Casual Oxfords each have the knitted upper to region being seamlessly knitted with the upper medial and lateral ball regions.

the knitted upper medial and lateral ball regions being seamlessly knitted with the knitted upper metatarsal region during the knitting step,

80. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have the knitted upper medial and lateral ball regions being seamlessly knitted with the knitted upper metatarsal region.

the knitted upper metatarsal region being seamlessly knitted with the knitted upper lateral and medial midfoot regions during the knitting step, and

81. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have the knitted upper metatarsal region being seamlessly knitted with the knitted upper lateral and medial midfoot regions.

the first and second areas being knitted during the knitting step.

82. As set forth above with respect to the '511 patent, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords each have a first and second area that is knitted.

83. Accordingly, upon information and belief, the [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoe and [KnitFlex SmartCraft-] Men's Lightweight Mesh Casual Oxfords are manufactured via the method of claim 1 of the '262 patent.

84. As a result of Defendants' infringement of the '262 patent, Cole Haan has suffered, and continues to suffer, economic harm as a result of Defendants' infringement in an amount to be proven at trial.

85. Moreover, Cole Haan has been and will continue to be irreparably harmed by Defendants' infringements of the '262 patent.

86. Cole Haan has no adequate remedy at law for Defendants' infringement of the '262 patent.

87. On information and belief, Defendants' infringements of the '262 patent will continue unless enjoined by this Court.

**COUNT IV - Patent Infringement Under 35 U.S.C. § 271 of the '969 Patent
([MaxFlex SuiteCraft] Men's Casual Wingtip Dress Sneakers, [MaxFlex SuiteCraft-] Men's
Business Casual Oxford Sneakers, [MaxFlex SuiteCraft+] Men's Smart Casual Knit
Oxford Shoes, and [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers)**

88. Cole Haan re-alleges and incorporates by reference the above allegations as if fully set forth herein.

89. Defendants, without authorization from Cole Haan, have made, used, offered for sale, sold, and/or imported into the United States, and continue to make, use, offer for sale, sell, and/or import into the United States, shoes having designs that infringe the '969 Patent, including at least the [MaxFlex SuiteCraft] Men's Casual Wingtip Dress Sneakers, [MaxFlex SuiteCraft-] Men's Business Casual Oxford Sneakers, [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoes, and [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers.

90. Defendants directly infringe the '969 patent in violation of 35 U.S.C. § 271(a) by making, using, offering for sale, selling and/or importing the [MaxFlex SuiteCraft] Men's Casual Wingtip Dress Sneakers, [MaxFlex SuiteCraft-] Men's Business Casual Oxford Sneakers, [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoes, and [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, because in the eye of an ordinary observer, giving such attention as a purchaser usually gives, such products are substantially the same as the '969

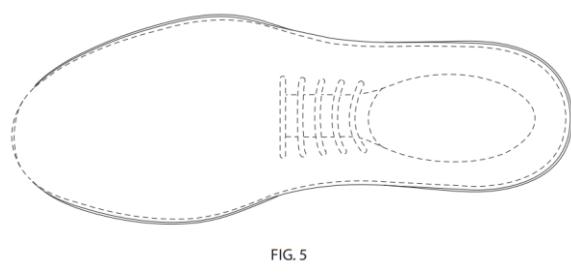
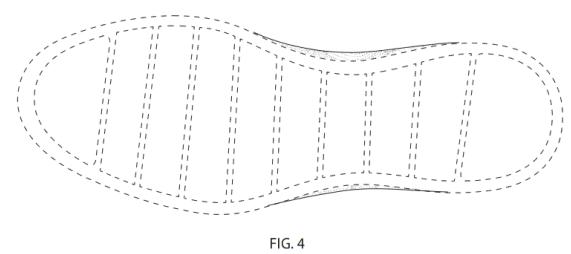
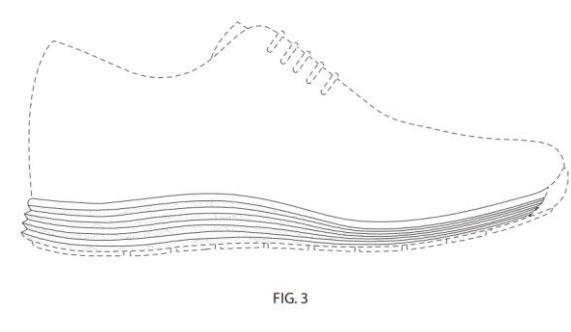
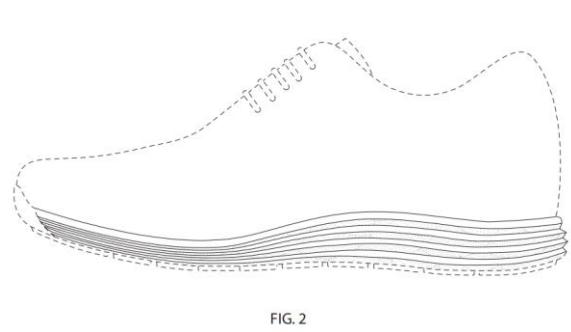
patent, since the resemblance between the two is such as to deceive the ordinary purchaser, inducing the observer to purchase one supposing it to be the other.

91. The aforementioned resemblance between such products and the '969 patent is apparent when comparing the similarities in the overall claimed design of the '969 patent and the design of the [MaxFlex SuiteCraft] Men's Casual Wingtip Dress Sneakers, [MaxFlex SuiteCraft-] Men's Business Casual Oxford Sneakers, [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoes, and [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers, as shown in the side-by-side comparison of figures of the '969 patent and the such products.

92. The below chart is a side-by-side comparison of the figures of the '969 patent to the [MaxFlex SuiteCraft] Men's Casual Wingtip Dress Sneakers, [MaxFlex SuiteCraft-] Men's Business Casual Oxford Sneakers, [MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoes, and [KnitFlex Breeze+] Men's Mesh Wingtip Oxford Sneakers.



⁷ As set forth in the '969 patent, "The broken lines are for the purpose of illustrating environmental structure; the broken lines form no part of the claimed design."



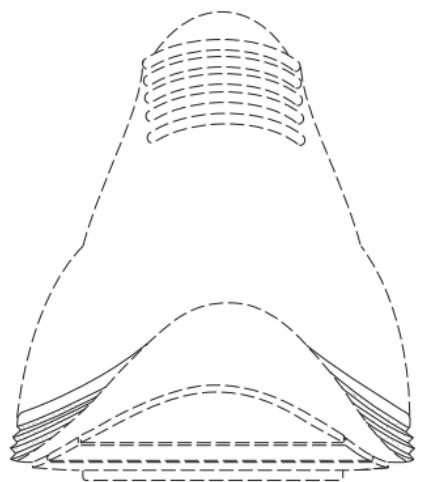


FIG. 6

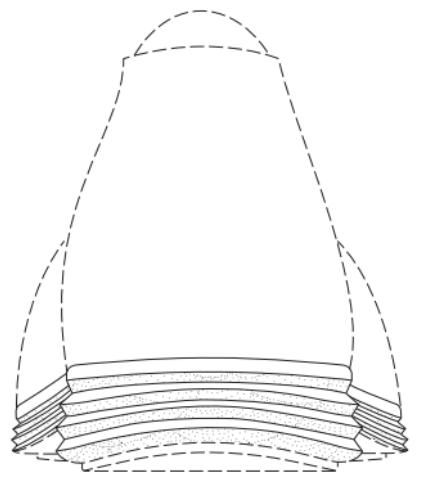
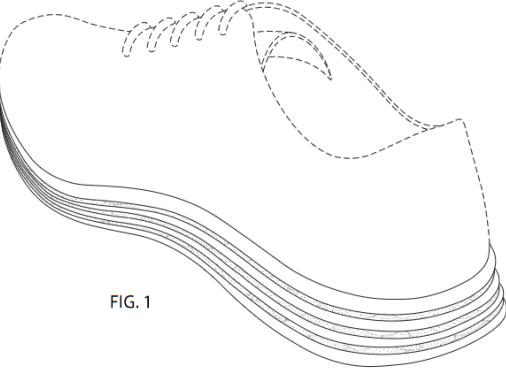
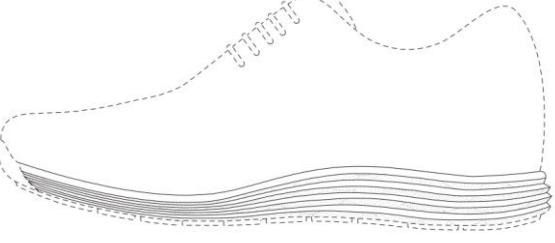
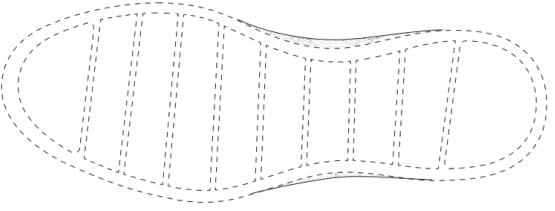


FIG. 7



Cole Haan's D768,969	[MaxFlex SuiteCraft-] Men's Business Casual Oxford Sneakers
 <p data-bbox="339 587 388 608">FIG. 1</p>	
 <p data-bbox="465 1102 514 1123">FIG. 2</p>	
 <p data-bbox="465 1436 514 1457">FIG. 3</p>	
 <p data-bbox="465 1721 514 1742">FIG. 4</p>	

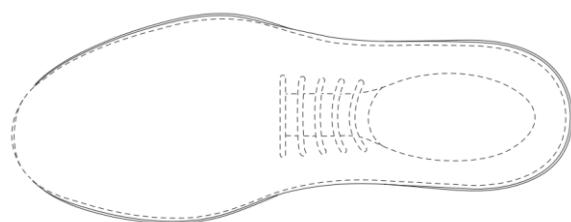


FIG. 5

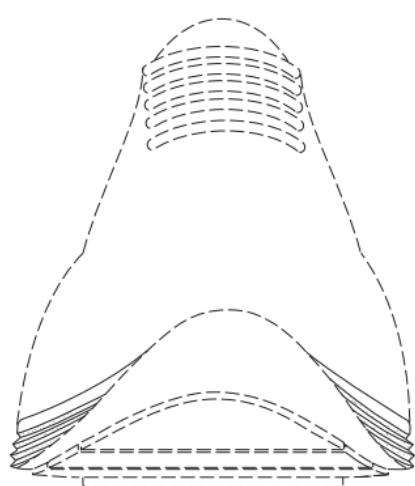


FIG. 6

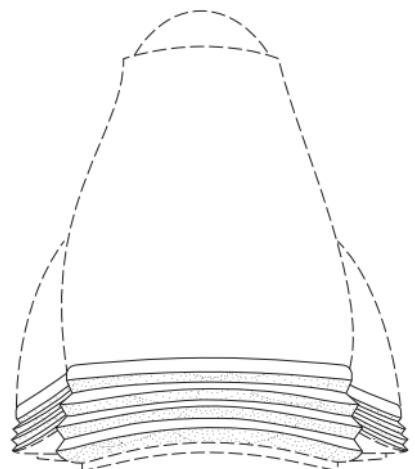
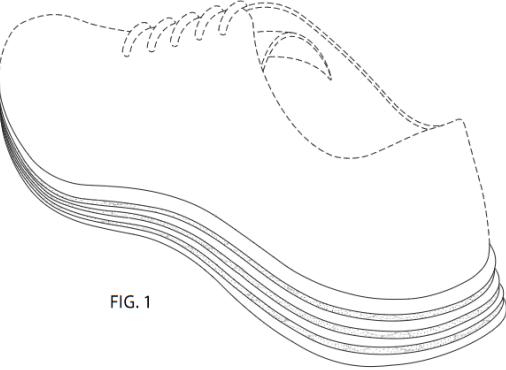
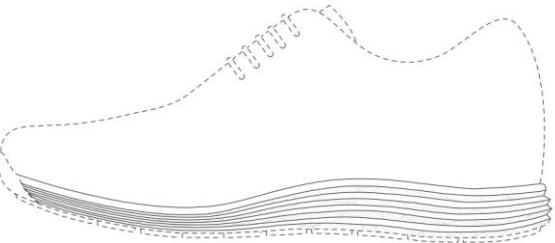
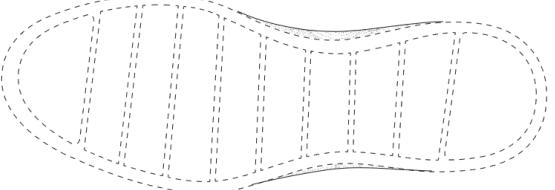
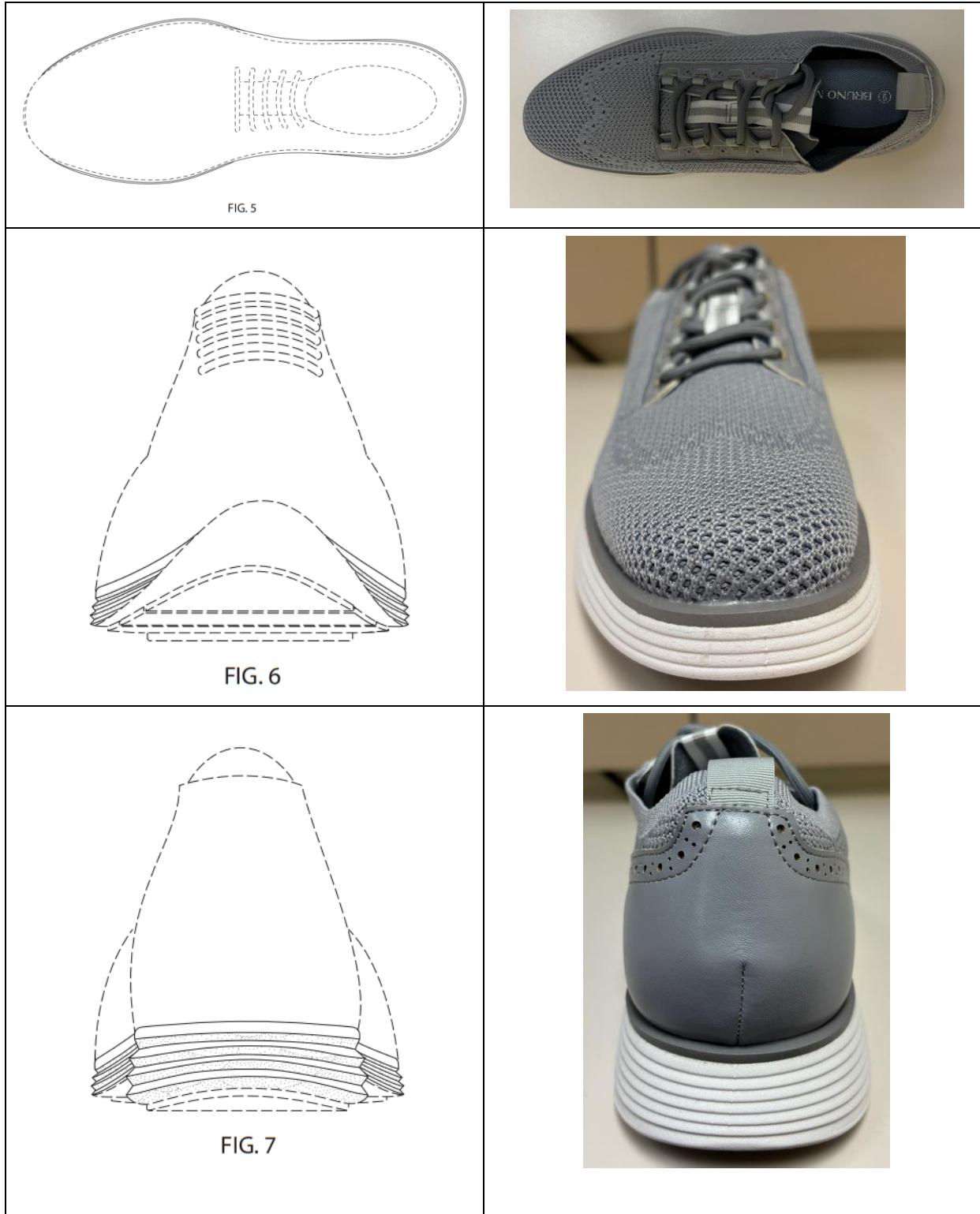


FIG. 7



Cole Haan's D768,969	[MaxFlex SuiteCraft+] Men's Smart Casual Knit Oxford Shoes
 <p data-bbox="339 587 388 608">FIG. 1</p>	
 <p data-bbox="465 1140 514 1161">FIG. 2</p>	
 <p data-bbox="465 1467 514 1488">FIG. 3</p>	
 <p data-bbox="465 1763 514 1784">FIG. 4</p>	



93. Cole Haan has suffered, and continues to suffer, economic harm as a result of Defendants' infringements in an amount to be proven at trial.

94. Cole Haan has been and will continue to be irreparably harmed by Defendants' infringements of the '969 patent.

95. Cole Haan has no adequate remedy at law for Defendants' infringement of the '969 patent.

96. On information and belief, Defendants' infringements of the '969 patent will continue unless enjoined by this Court.

JURY DEMAND

97. Pursuant to Federal Rule of Civil Procedure 38(b), Cole Haan demands a trial by jury of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Cole Haan prays for judgment against Defendants as follows:

A. A judgment and order that Defendants have infringed the Asserted Patents by making, using, offering to sell, selling, and/or importing the Accused Products into the United States;

B. A judgment and order permanently enjoining Defendants and their affiliates, officers, agents, employees, attorneys, and all other persons acting in concert with Defendants, from infringing the Asserted Patents;

C. A judgment and order that Defendants' infringements of the Asserted Patents have been willful;

D. A judgment and order requiring Defendants to pay Cole Haan damages adequate to compensate Cole Haan for Defendants' infringements of the Asserted Patents pursuant to 35 U.S.C. § 284, or the total profit made by Defendants from its infringements of the Asserted Patents pursuant to 35 U.S.C. § 289;

E. A judgment and order requiring Defendants to pay Cole Haan supplemental damages or profits for any continuing post-verdict infringement up until entry of the final judgment, with an accounting, as needed;

F. A judgment and order requiring Defendants to pay Cole Haan increased damages up to three times the amount found or assessed pursuant to 35 U.S.C. § 284;

G. A judgment and order requiring Defendants to pay Cole Haan pre-judgment and post-judgment interest on any damages or profits awarded;

H. A determination that this action is an exceptional case pursuant to 35 U.S.C. § 285;

I. An award of Cole Haan's attorneys' fees for bringing and prosecuting this action;

J. An award of Cole Haan's costs and expenses incurred in bringing and prosecuting this action; and

K. Such further and additional relief as this Court deems just and proper.

| Dated: January 7, 2025

Respectfully submitted,

| *By: /s/ Steven F. Gooby*

Steven. F. Gooby
ANSA ASSUNCAO LLP
100 Matawan Road, Suite 410
Matawan, New Jersey 07747
T: (732) 993-9850
F: (732) 993-9851
steven.gooby@ansalaw.com

Alan H. Norman (*pro hac vice to be filed*)
Matthew A. Braunel (*pro hac vice to be filed*)
Sartouk H. Moussavi (*pro hac vice to be filed*)
Alex D. Weidner (*pro hac vice to be filed*)
THOMPSON COBURN LLP
One US Bank Plaza
St. Louis, MO 63101
T: (314) 552-6000
F: (314) 552-7000
anorman@thompsoncoburn.com
mbraunel@thompsoncoburn.com
smoussavi@thompsoncoburn.com
aweidner@thompsoncoburn.com

Attorneys for Plaintiff Cole Haan LLC